

ALLEGED VIOLATION: On or about June 8 and November 9, 1949, and January 26, 1950, the defendants gave to firms engaged in the business of shipping fish meal in interstate commerce, at Seattle and Tacoma, Wash., guaranties to the effect that fish meal sold by the defendants would not be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about June 8 and November 9, 1949, and January 26, 1950, the defendants sold and delivered to the holder of the guaranties, at Seattle and Tacoma, Wash., quantities of fish meal that were adulterated.

NATURE OF CHARGE: Count 1. Adulteration, Section 402 (b) (2), a product containing blood meal, soybean meal, cottonseed meal, and urea had been substituted for fish meal; and, Section 402 (b) (4), urea had been added, mixed, and packed with the product so as to make it appear better or of greater value than it was, namely, to make it appear to contain a larger percentage of protein than it actually contained.

Count 3. Adulteration, Section 402 (b) (2), a product containing soybean meal, cottonseed meal, limestone, and bonemeal had been substituted for fish meal.

Count 5. Adulteration, Section 402 (b) (2), a product containing cottonseed meal and blood meal had been substituted for fish meal.

Counts 2 and 4 were dismissed on motion of the Government.

DISPOSITION: August 15, 1951. Pleas of guilty having been entered, the court imposed a fine of \$1,500 against the corporation and a fine of \$300 against each individual defendant.

17622. Misbranding of dog and cat food. U. S. v. Cousins VirDel, Inc. Plea of nolo contendere. Fine, \$100. (F. D. C. No. 30107. Sample Nos. 58810-K, 84481-K.)

INFORMATION FILED: April 5, 1951, Eastern District of Michigan, against Cousins VirDel, Inc., a corporation, South Lyon, Mich.

ALLEGED SHIPMENT: On or about August 21 and September 6, 1950, from the State of Michigan into the States of Illinois and Ohio.

LABEL, IN PART: "Dinner Bell Dog Rations * * * Packed for Michigan Dog Food Sales Company, Center Line, Michigan * * * Analysis Protein, minimum 12.5% * * * Contents 15½ oz." or "Ninety Percent Horse Meat Dog & Cat Food * * * for All Breeds of Dogs * * * Analysis Protein, Min. 17% * * * Cousins VirDel, Inc."

NATURE OF CHARGE: Misbranding, Section 403 (a), the label statements "Protein, minimum 12.5%" and "Protein, Min. 17%" were false and misleading since the products contained less than the declared percentages of protein.

DISPOSITION: May 18, 1951. A plea of nolo contendere having been entered, the court imposed a fine of \$100.

17623. Misbranding of Hess' condensed buttermilk for brood sows and laying hens. U. S. v. 10 Drums, etc. (F. D. C. No. 30817. Sample No. 19377-L.)

LABEL FILED: February 23, 1951, Northern District of Iowa.

ALLEGED SHIPMENT: On or about January 12, 1951, from Omaha, Nebr.

PRODUCT: 10 drums, each containing 100 pounds, of Hess' condensed buttermilk at Miles, Iowa, together with a number of circulars.

RESULTS OF INVESTIGATION: The circulars were entitled "Hess' Brand Condensed Buttermilk," and were delivered to the consignee by Donald Hess of

the Hess Condensed Buttermilk Co., Jesop, Iowa, about September 1950. A copy of these circulars was handed to purchasers.

LABEL, IN PART: (Drum) "Hess' Condensed Buttermilk For Brood Sows and Laying Hens."

NATURE OF CHARGE: Misbranding, Section 502 (a), certain statements in the circulars accompanying the article were false and misleading. These statements represented and suggested that the article was effective in the prevention and treatment of the disease of pigs known as "necro" or necrotic enteritis, whereas the article was not effective in the prevention and treatment of such disease. The article was misbranded while held for sale after shipment in interstate commerce.

DISPOSITION: April 4, 1951. Default decree of condemnation. The court ordered that in lieu of destruction, the article be sold to the highest bidder, conditioned that it not be sold or otherwise disposed of in contravention of any law, and that it be disposed of solely for animal consumption. The court ordered further that the circulars accompanying the article be destroyed.

FISH AND SHELLFISH

17624. Misbranding of canned tuna. U. S. v. 13 Cases * * *. (F. D. C. No. 30920. Sample No. 23705-L.)

LIBEL FILED: April 13, 1951, District of Connecticut.

ALLEGED SHIPMENT: On or about March 22, 1951, by Wilbur-Ellis Co., Inc., from New York, N. Y.

PRODUCT: 13 cases, each containing 48 cans, of tuna at New Haven, Conn.

LABEL, IN PART: (Can) "Southern Seas Light Meat Tuna Contents 13 Ozs. Avoir."

NATURE OF CHARGE: Misbranding, Section 403 (e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents. The product was short of the declared weight.

DISPOSITION: July 20, 1951. Wilbur-Ellis Co., Inc., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for relabeling under the supervision of the Federal Security Agency.

17625. Adulteration of canned shrimp. U. S. v. 350 Cases, etc. (and 1 other seizure action). (F. D. C. Nos. 28309 to 28313, incl. Sample No. 45184-K.)

LIBELS FILED: November 23, 1949; amended November 30, 1949.

ALLEGED SHIPMENT: On or about October 18, 1949, by the Southland Canning & Packing Co., from New Orleans, La.

PRODUCT: Canned Shrimp. 550 cases at St. Paul, Minn., and 300 cases at Minneapolis, Minn. Each case contained 24 5-ounce cans.

LABEL, IN PART: "Gulf Belle Brand Small Shrimp Wet Pack Drained Weight 5 Ozs."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed shrimp.

DISPOSITION: July 19, 1950. The Brignac Canning Co., New Orleans, La., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond,